

PHASE I AND PHASE II WIRELESS ENHANCED 911 SERVICE AGREEMENT
BETWEEN _____ County
AND SPRINT PCS

This Phase I and Phase II Enhanced 911 ("E911") Service Agreement is made and entered into by and between _____ County, a governmental entity organized under the laws of the State of Washington (hereinafter "County"), and Sprint Spectrum LP d/b/a Sprint PCS (hereinafter "Provider"), a Limited Partnership organized under the laws of the State of Delaware, (collectively the "Parties"), for the provision of Phase I and Phase II E911 Service in compliance with the Federal Communications Commission ("FCC") Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 94-102, released July 26, 1996, and any subsequent FCC orders in that docket ("FCC Order").

WHEREAS, Provider offers wireless telephone service within the geographic boundaries of County and 9-1-1 Calls from its end users will be routed to PSAPs within the County E911 system; and

WHEREAS, County has authority to finance expenditures required to upgrade the hardware or software capabilities of each PSAP in the County to receive and use Phase I and Phase II E 911 information, and cover additional financial commitment that may be associated with carrier and/or third party network services required to achieve the capability of receiving and using the Phase I and Phase II data, and has requested Phase I and Phase II E911 Service in writing from Provider for each PSAP in the County; and

WHEREAS, the Parties wish to implement Phase I and Phase II E911 Service according to the terms and conditions described herein and in accordance with the FCC Order, which is incorporated by reference as if fully stated herein;

NOW THEREFORE, the Parties hereto agree as follows:

1.0 DEFINITIONS.

- 1.1 9-1-1 Call. A call made by a Provider Wireless End User by dialing "9-1-1" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 1.2 Activation. The act of "turning on" or activating Phase I E911 Service for live use by Wireless End Users where service is available.
- 1.3 Address. For Phase I E911 Service, address is the identification of the Cell Site/Cell Sector which received the 9-1-1 Call, which may include the identification of a Cell Site address, Cell Sector orientation, and/or a text description of the area.
- 1.4 Automatic Location Identification/Data Management System ("ALI/DMS"). A system of manual procedures and computer programs used to create, store, and update the data required for Automatic Location Identification in support of E911 Service.
- 1.5 Automatic Location Identification ("ALI") Database. A computer database used to update the Cell Site/Cell Sector Information.
- 1.6 Cell Sector. An area, geographically defined according to Provider's own radio frequency coverage data, and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 1.7 Cell Site. A Provider's radio frequency base station that receives calls from Wireless End Users.
- 1.8 Commercial Mobile Radio Service ("CMRS"). As defined in 47 CFR, Section 20.3.
- 1.9 Emergency Service Routing Digit ("ESRD"). A 10-digit number that identifies the Cell Sector where the 9-1-1 call originates and translates to the physical address of the cell site.

- 1.10 Emergency Service Routing Digit (“ESRD”). A 10-digit number that identifies the Cell Sector where the 9-1-1 call originates and translates to the physical address of the cell site.
- 1.11 E911 Service Provider. The vendor used by the County to provide the E911 Tandem/Selective Routing services for County’s wireline E911 Service. This is generally an incumbent local exchange carrier.
- 1.12 E911 Tandem/Selective Router. A switch operated by the E911 Service Provider which routes wireless 9-1-1 calls by means of dedicated 9-1-1 trunks and electronic equipment configuration to a pre-designated PSAP based on the pseudo-ANI number assigned to the call.
- 1.13 Mobile Directory Number (“MDN”). A 10-digit dialable directory number used to call a Wireless Handset, i.e. the call back number.
- 1.14 Mobile Switching Center (“MSC”). A wireless carrier facility that houses the switching and trunking equipment serving wireless telephones in a defined area.
- 1.15 P.01 Grade of Service. Wireline trunk facility calculated to provide that during the average busy hour, no more than 1% of calls into the E911 System will encounter a busy condition. This standard will apply to the facilities between the E911 Selective Router and the PSAP.
- 1.16 Phase I Automatic Location Identification (“ALI”). The Cell Site/Cell Sector Address information.
- 1.17 Phase I E911 Service.
The provision by Provider of the Mobile Directory Number, if available, of the originator of a 9-1-1 call and the location of the cell site or base station receiving a 9-1-1 call from any wireless handset accessing their systems to the designated Public Safety Answering Point.
- 1.18 Phase I Implementation Plan. A mutually agreed upon plan between the Parties, listing specific tasks, target dates, and responsible entities regarding the implementation of Phase I E911 Service.
- 1.19 Phase II Automatic Location Identification (“ALI”). The latitude and longitude of the Wireless End User, in addition to Phase I ALI as defined in Definition 1.5 herein.
- 1.20 Phase II E911 Service.
A service that provides both Phase I E911 Service and Phase II ALI to the PSAPs when a Wireless End User has made a 9-1-1 call.
- 1.21 Phase II Implementation Plan. A plan outlining the CMRS Provider’s plan for the implementation of Phase II E911 Service in the County. The plan shall include, but is not limited to: Phase II E911 Service activation date; network flowchart, including specification of the technology used for Phase II; and an outline of Phase II E911 Service testing procedures.
- 1.22 Public Safety Answering Point (“PSAP”). An answering location designated by County for 9-1-1 Calls originating in a given area.
- 1.23 Vendors. Third party businesses with whom a Party has entered into an agreement for the provision of services and who will provide services that are required to enable the provision of the Phase I E911 Service covered by this Agreement.
- 1.24 Wireless End User. Any person or entity placing a 9-1-1 Call on Provider’s CMRS system.
- 1.25 Wireless Handset. The wireless equipment used by a Wireless End User to originate or receive wireless telephone calls. The handset used to make the 9-1-1 Call may not have an associated MDN which can be used to place a return call to the handset.

2.0 PROVIDER RESPONSIBILITIES.

- 2.1 In accordance with the FCC Order and this Agreement, Provider shall provide Phase I and Phase II E911 Service for 9-1-1 Calls processed through its CMRS system.
- 2.2 Provider agrees to cooperate and work in good faith with County and any necessary third parties (including, but not limited to: E911 Service Provider(s), ALI/DMS system provider, other PSAPs, and Vendors), to provide Phase I and Phase II E911 Service to County.
- 2.3 Provider will work cooperatively with County to develop a mutually agreeable Phase I and Phase II Implementation Plan.
- 2.4 Provider shall identify all Cell Sites/Cell Sectors, their addresses, latitude/longitude coordinates, and their coverage area within the geographic boundaries of County and coordinate with County to determine the most appropriate routing for 9-1-1 Calls from each Cell Sector. Provider will conduct regular audits of all appropriate information so as to maximize accuracy of Phase I E911 Service. Provider shall promptly notify affected Counties of Phase I E911 Service affecting additions or changes to Cell Sites/Cell Sectors.
- 2.5 When a new Cell Site is implemented, Provider shall utilize the provisional routing number provided by County in determining the appropriate provisional PSAP for a planned new Cell Site. Following commencement of construction, Provider shall promptly notify County of the Cell Site address, latitude/longitude coordinates, and Cell Sector coverage areas. Within ten (10) business days of completion of all drive testing procedures regarding the new Cell Site, Provider shall deliver final coverage information regarding the new Cell Site and any other affected Cell Sites to County. If delivery of such information is not feasible within ten (10) business days, Provider shall provide a written explanation for why such information is not available and when such information will be delivered to County. Within twenty (20) business days of receipt by County of a new Cell Site's final coverage information, County shall make the final call routing decision regarding that Cell Site and communicate that decision in writing to Provider. Provider shall enter ALI record information in the ALI database or routing table promptly. In the event that changes to the provisional call routing decision are necessary, Provider shall implement those changes, along with all necessary testing and adjustments, and notify County of completion within twenty (20) business days of receipt of a request for such changes from County. If implementation of these changes is not feasible within twenty (20) business days, Provider shall provide a written explanation of why implementation is not feasible within twenty (20) business days and when implementation will be completed.
- 2.6 When a network problem is identified in which Phase I E911 Service is affected, Provider agrees to work with the County and the E911 Service Provider(s), the ALI/DMS system provider, and others as necessary, to promptly determine the source of the problem and make corrective actions if necessary.
- 2.7 Provider agrees to work cooperatively with County to develop a plan for adequate capacity to provide Phase I E911 Service to Provider's Wireless End Users at a mutually agreed upon grade of service while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 Calls from a single incident. Provider agrees to monitor and work cooperatively with the County to meet the County's congestion control goals.
- 2.8 Provider shall monitor its facilities to discover errors, defects, and malfunctions in accordance with its network monitoring processes.
- 2.9 When Phase I E911 service interruptions are identified, Provider agrees to exercise best efforts to restore service on a priority basis.
- 2.10 Provider shall provide County with a list of contact name(s), responsibilities, and telephone numbers, of personnel who are responsible for performing the duties described herein. The contact information shall include a twenty-four (24) hour per day, seven (7) day per week contact telephone number for reporting

network problems and for PSAP contact in emergency situations. Provider shall notify County of changes in contact information.

- 2.11 Provider agrees to populate the ALI database with it's NENA Company Identifier.

3.0 COUNTY RESPONSIBILITIES.

- 3.1 County agrees to cooperate and work in good faith with Provider and third parties (including, but not limited to: Vendors, ALI/DMS system provider, other PSAPs, and Wireless Service Providers) for the implementation and provision of Phase I and Phase II E911 Service.
- 3.2 County has requested from the E911 Service Provider the necessary trunking and other facilities to enable Phase II data to be transmitted to the PSAP(s). County has determined that the PSAPs are capable of receiving and utilizing the data elements associated with Phase I and Phase II E911 Service, and that a mechanism for covering the PSAP costs of receiving and utilizing the Phase I and Phase II E911 data elements is in place. County asserts that it has met the requirements for E911 service.
- 3.3 County agrees to exercise best efforts to answer wireless 9-1-1 Calls transported by 911 circuits connected to Provider's MSCs.
- 3.4 The PSAPs within the County E911 System shall answer 9-1-1 Calls on a twenty-four (24) hour per day, seven (7) day per week basis.
- 3.5 County shall use its best efforts to ensure that there are a sufficient number of 911 circuits between the E911 Tandem/Selective Router and the PSAPs and provide customer premises equipment at the PSAPs with a capacity adequate to handle the number of incoming 911 circuits necessary to provide a P.01 Grade of Service.
- 3.6 County shall work with Provider to develop a plan for adequate capacity to provide Phase I E911 Service to Provider's Wireless End Users at a mutually agreed upon grade of service while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 Calls from a single incident.
- 3.7 On each 9-1-1 Call, the PSAPs shall use best efforts, where feasible, to determine the location of the incident with the caller to allow for the dispatching of emergency services.
- 3.8 If a County PSAP receives a wireless 9-1-1 Call and determines that the location of the caller is outside its serving area, the PSAP shall use best efforts to relay or transfer the 9-1-1 Call to the appropriate PSAP.
- 3.9 When Cell Site/Cell Sector coverage crosses jurisdictional boundary lines, County shall coordinate with the other jurisdictions affected to determine the most appropriate routing for the cell sector, and notify Provider in writing of agreed upon routing changes.
- 3.10 County agrees to use the Phase I and Phase II E911 information only for the purposes of responding to emergency situations.
- 3.11 County shall provide Provider with a list of PSAPs and their corresponding coverage areas for routing of wireless 9-1-1 Calls.
- 3.12 County shall provide Provider with a list of contact name(s), responsibilities, and telephone numbers, of personnel who are responsible for performing the duties described herein. The contact information shall include a twenty-four (24) hour per day, seven (7) day per week contact telephone number for reporting network problems and for Provider contact in emergency situations. County shall notify Provider of changes in contact information.

4.0 CONFIDENTIALITY.

- 4.1 This Agreement is subject to public disclosure laws. This Agreement is considered a public document and will be available for inspection and copying by the public. If Provider considers any portion of the items delivered to the County to be protected under the law, Provider shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET". If a request is made for disclosure of such portion the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify Provider of the request and allow Provider twenty (20) days to take whatever action it deems necessary to protect its interests. If Provider fails or neglects to take such action within said period, the County will release the portions of the information deemed subject to disclosure. Provider assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Provider's failure to specifically identify items as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET" will not diminish Provider's proprietary rights in its trade secrets and other confidential information provided. If Provider fails to specifically label protected items, the County will not be liable to Provider for inadvertently releasing such items pursuant to a disclosure request.
- 4.2 This Agreement is made in order for each party to obtain from the other certain technical and business information related to the implementation and provision of wireless Enhanced 911 service under terms that will protect the confidential and proprietary nature of such information for the purpose of having each party exchange such information under such terms that will protect the confidential and proprietary nature of such information.
- 4.3 As used herein, "Confidential Information" shall mean any and all technical or business information, including third party information, furnished, in whatever tangible form or medium, or disclosed by one party to the other including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, so long as such information is clearly marked as confidential or proprietary. The disclosing party indicates to the other at the time of disclosure the confidential or proprietary nature of the information and provides a summary of the orally disclosed information in writing to the receiving party within twenty (20) days after such disclosure which summary is also marked as confidential. The Parties agree that Confidential Information shall include information provided by Provider to the County marked as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET". The County shall ensure that each PSAP is aware of this provision and agrees in writing to comply, subject to public disclosure laws. The Parties further agree that all network performance data and end user data and information shall be considered Confidential Information.
- 4.4 Each party agrees to treat such Confidential Information as confidential for a period of three (3) years after termination of the Agreement otherwise agreed to in writing by both Parties, and that during such period each party will use same solely for the purposes of this Agreement unless otherwise allowed herein or by written permission of the disclosing party. In handling the Confidential Information each party agrees: (a) not to copy such Confidential Information of the other unless specifically authorized; (b) not to make disclosure of any such Confidential Information to anyone except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement; and (d) to make requests for Confidential Information of the other only if necessary to accomplish the purposes set forth in this Agreement. The obligations set forth herein shall be satisfied by each party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance. Notwithstanding the foregoing, disclosure may be made under the circumstances set forth in Section 4.1 of this Agreement.
- 4.5 Each party agrees that in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

- 4.6 Upon termination of this Agreement for any reason or upon request of the disclosing party, all Confidential Information, together with any copies of same as may be authorized herein, shall be returned to the disclosing party or certified destroyed by the receiving party.
- 4.7 The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed from other public sources by the receiving party; (b) is or becomes publicly available through no fault of the receiving party; (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; (d) is disclosed without restriction by the disclosing party; (e) is consolidated so that confidential data cannot be attributed to a specific Provider; or (f) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.
- 4.8 Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the Parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship between the Parties; or (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing party, or which are subject matter of this Agreement, so long as that party's obligations of confidentiality under this Agreement are not breached. The Parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the Parties' meetings and communications, is at each party's sole cost and expense.
- 4.9 The Parties agree that neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.
- 4.10 The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any Confidential Information, technical data, or products received from the disclosing party, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in Section 779.4(f) of the U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.
- 5.0 LEGAL NOTICES.
- 5.1 Any legal notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent either by certified mail or by facsimile with a confirmation copy sent by certified mail. If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter required to be given shall be sent by certified mail to such new address.

CONTACTS FOR LEGAL NOTICES

COUNTY

PROVIDER

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Address

Address

Telephone Number

Telephone Number

Fax Number

Fax Number

6.0 INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold harmless the other party, in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, the indemnifying party's negligent acts in connection with the indemnifying party's performance under this Agreement, or the indemnifying party's use of, or operation of, as the case may be, the service provided under this Agreement. This indemnity extends solely to claims and lawsuits for injuries to persons, death, or destruction of tangible property. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE OTHER PARTY.

7.0 EXCLUSION OF WARRANTIES.

Provider does not warrant that Phase I E911 Service will be free from interruption, disconnections, errors, or other out-of-service conditions. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. WITH THE SOLE EXCEPTION OF ANY EXPRESS WRITTEN MANUFACTURER'S WARRANTY, WHICH MAY BE APPLICABLE TO PARTICULAR GOODS, ALL GOODS ARE PROVIDED "AS IS", THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.0 LIMITATION OF LIABILITY.

PROVIDER AND VENDOR LIABILITY IS LIMITED PURSUANT TO WASHINGTON STATE LAW (RCW 38.52.550 and RCW 80.04.010) AND FEDERAL LAW (Section 4 of the Wireless Communications and Public Safety Act of 1999).

9.0 TERM.

This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year Agreement. The Agreement shall automatically renew for the next one-year term unless terminated in writing by either party within ninety (90) days of the Agreement term end date. This Agreement may also terminate earlier if terminated pursuant to other provisions of this Agreement.

10.0 DEFAULT.

In the event that either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will promptly notify the defaulting party. If such default is not cured and corrected within thirty (30) days (or such time as may be reasonable if so specified in the notice) of written notice thereof, then the non-defaulting party may immediately terminate this Agreement.

11.0 TERMINATION.

The County intends to continue the service provided under this Agreement for the entire term and to satisfy its obligations hereunder. The County shall continue to include in its budget request for each fiscal period appropriations or limitations sufficient to cover the County's obligations under this Agreement and will use all reasonable and lawful means to secure the appropriation of funds sufficient to make the payments becoming due in that fiscal period. The County reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

If expected or actual funding available to County to cover County's cost is withdrawn, reduced or limited in a manner which creates insufficient funds to cover the components of Phase I and Phase II E911 Service designated as County's responsibility by the FCC, County may terminate this agreement. Such termination shall be in addition to the County's rights to terminate for default.

If expected or actual funding available to County to cover Provider's cost is withdrawn, reduced or limited in a manner which creates insufficient funds to cover the components of Phase I and Phase II E911 Service designated as Provider's responsibility by the FCC, Provider's cost recovery may be reduced or eliminated until funding sufficient to cover Provider's costs is restored. Reduction or elimination of funding available to cover Provider's costs will not be grounds for Provider to terminate this agreement and Provider shall continue to provide Phase I and Phase II E911 Service.

Payment shall not exceed the appropriation for the year in which termination is effected if the Agreement is terminated for non-appropriation. The County will be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the (Council/Commission) of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the cost recovery responsibility provided for by this Agreement will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

12.0 DISPUTE RESOLUTION.

All claims, regardless of legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the Parties or between one of the parties to this Agreement and the employees, agents, or affiliated businesses of the other party, may be resolved by mediation or arbitration. Either party may request mediation or arbitration, but compliance with such request is not mandatory. The Parties agree to share equally the cost of the mediator and the mediation and each party shall bear its mediation costs. The Parties shall choose a mediator from a list of names produced by both parties of former judges or attorneys knowledgeable and experienced in the area of telecommunications or technology. Within ten days of receipt of such a list, each party shall notify the other indicating which individuals listed are acceptable as mediators.

Counsel for the Parties shall agree on a mediator. Unless separately agreed to by the Parties in writing, such mediation or arbitration shall not be binding on either Party.

13.0 DELAY/FORCE MAJEURE.

Provider shall exercise reasonable efforts in performing services pursuant to this Agreement, but Provider shall not be liable for any delays resulting from circumstances beyond its control, including acts of third parties and acts of God. If any party is rendered unable, wholly or in part, by force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. In the event a party ceases to be excused pursuant to this provision and fails to perform its obligations under this Agreement, then the other party shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination for default.

14.0 GOVERNING LAW.

This Agreement shall be governed according to the laws of the State of Washington and applicable Federal Law. Jurisdiction and venue shall be in a court of competent jurisdiction in the County where the Phase I and Phase II E911 Service is provided, subject to the provisions of RCW 36.01.050.

15.0 ASSIGNMENT.

Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue three (3) years after termination of this Agreement, provided, that either party may assign or transfer this Agreement and rights and obligations hereunder to any current or future Affiliates (as defined in 47 CFR, Section 153) or successor company if such assignee agrees in writing to the terms and conditions herein.

16.0 SEVERABILITY.

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, and this Agreement shall be construed as if such invalid provision had been omitted. No provision of the Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the Parties. No terms and conditions of any County purchase order or invoice shall be effective if they add to or conflict with this Agreement.

17.0 COST RECOVERY.

- 17.1 Pursuant to the FCC's response dated May 7, 2001, which is attached hereto as Exhibit B and incorporated by reference as if fully stated herein, Provider agrees to cover the wireless carrier designated costs of providing Phase I and Phase II E911 Service to County until January 1, 2003.
- 17.2 The State of Washington passed House Bill 2595, which amends RCW 38.52 and RCW 82.14B, providing a funding mechanism for Phase I and Phase II E911 Service effective January 1, 2003. The Parties agree to abide by this cost recovery legislation. County agrees to provide cost recovery for Provider's costs of providing Phase I and Phase II E911 Service pursuant to House Bill 2595 commencing January 1, 2003. For Counties requiring assistance from the state 911 excise tax on radio access lines established by RCW 82.14B.030(4), cost recovery for Provider's costs shall commence upon release of funds by the state E911 office to the County. If the funds generated by the 911 excise taxes established by RCW 82.14B.030(2) and (4) are not sufficient to cover Provider and County costs, Provider cost recovery may be reduced or

terminated. County shall distribute available funds based upon each provider's market share within the County. Provider shall continue providing Phase I and Phase II E911 Service pursuant to the FCC order and Paragraph 17.1 above. County must notify Provider at least six (6) months in advance of cost recovery changes.

- 17.3 Phase I service rates and payment schedule are specified in Exhibit C herein. Provider must notify County at least six (6) months in advance of service rate changes.
- 17.4 Phase II service rates and payment schedule are specified in Exhibit D herein. Provider must notify County at least six (6) months in advance of service rate changes.

18.0 ENTIRE AGREEMENT.

This Agreement represents the entire agreement between the Parties, is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior agreement, understanding, or representation between the Parties with respect thereto, whether written or oral.

19.0 EXECUTION.

This Agreement shall become effective upon execution by both parties.

20.0 EXHIBITS.

The Exhibits attached to and hereby incorporated into this Agreement are:

- EXHIBIT A: Contact Information
- EXHIBIT B: FCC's Response dated May 7, 2001
- EXHIBIT C: Phase I Service Rates and Payment Schedule
- EXHIBIT D: Phase II Service Rates and Payment Schedule

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

_____ COUNTY

SPRINT PCS

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date

Approved as to Form Only:

_____ County Deputy Prosecuting Attorney

Signature

Name (Typed or Printed)

Date

EXHIBIT C

PHASE I SERVICE RATES AND PAYMENT SCHEDULE

The Phase I service rate shall be the rate established by the State E911 Office. The rate shall be established on an annual basis each year, and the new rate shall become effective on July 1st of each year, and shall remain in effect through June 30th of the following year.

EXHIBIT D

PHASE II SERVICE RATES AND PAYMENT SCHEDULE

The Phase II service rate shall be the rate established by the State E911 Office. The rate shall be established on an annual basis each year, and the new rate shall become effective on July 1st of each year, and shall remain in effect through June 30th of the following year.